



CCT/44/25/S

Dr Catherine Bellizzi Mifsud on behalf of Mr Algar

VS

Go Electric Limited (C-88169)

Today 22 of September, 2026.

The Tribunal,

Took cognizance of the claim filed by Dr. Catherine Bellizzi Mifsud, on behalf of Mr. William Edward Algar, on the 3rd of March 2025, and the reply filed by Go Electric Limited, on the 15th of May 2025.

Heard the witnesses, took note of all documents presented together with the verbal submissions made during the sitting of the 20th of November 2025.

Considered

That the issue at stake is about an electric scooter purchased by Mr. Algar from defendant company, and after a year, the electric scooter started developing faults, in that the batteries needed to be changed;

Plaintiff alleged that defendant company did not heed his request for the batteries to be changed, and consequently, he could not make use of the electric scooter;

That as far as defendant company is concerned, it alleged that the batteries were ordered from their suppliers and have been in their possession since. Defendant company admitted that due to internal restructuring, the communication confirming the arrival of the batteries did not reach the plaintiff;

That from the plaintiff's testimony, it transpires that the fault was limited to the batteries, which developed faults more than once;

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That according to plaintiff, defendant company started replying to his complaints when he started legal action. That the plaintiff confirmed that he continued paying his insurance, although he could not make use of his electric scooter without the replacement of the batteries;

That apart from the batteries, the electric scooter did not have any faults, and no evidence was put forward in this regard showing that it was defective or of different quality than that agreed to when the purchase was made;

That on the other hand, it is clearly the defendant company's fault that the batteries were not replaced immediately as soon as they developed a fault, and that damages were sustained by plaintiff with the expiration of a long period of time in which he could not make use of his scooter.

Decide

Consequently, for the above reasons, and taking into consideration the circumstances of the case, and in view and the virtue of Chapter 378 of the Laws of Malta, this Tribunal decides to accede to plaintiff's claims, and rejects the plea submitted by defendant company, as aforesaid, and orders defendant company Go Electric Limited, to install a new set of batteries on the said electric scooter of plaintiff, and to give a full service of the scooter, free of charge, in order to ensure that it is roadworthy, as confirmed in the reply submitted by defendant company itself, together with the payment of two hundred Euros (€200) being established by this Tribunal as moral damages in relation to the period taken for defendant company to address plaintiff's claims, in which time he could not make use of his brand new scooter.

All expenses of these procedures are to be borne by defendant company.

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Richard Sladden Av.  
Arbiter